

PATENT
Old Docket No. 310048-550
Docket: 11286-1115
Avery No. 2991-US

REMARKS/ARGUMENTS

I. Telephone Interview

The undersigned counsel for Applicants thanks Examiners Pyon and Chevalier for the courtesies extended to him during their telephone interview of April 20, 2005. During that interview, the Examiners stated, *inter alia*, that Viby does not disclose a solid liner sheet, as claimed herein.

II. The Office Action

In the above-mentioned Office Action, claims 227-272 were rejected as failing to comply with the written description requirement; claims 254, 255 and 270 were rejected as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention; and claims 166, 207, 224, 227-232, 234, 236-241, 244-248, 250, 252, 253, 256, 257, 259, 262, 265, 270, 271 and 272 were rejected as being anticipated Viby (WO 95/34879). The Examiner also advised that if claim 263 were found to be allowable, claim 266 would be objected to as being a substantial duplicate thereof.

Applicants appreciate the detailed explanations of the Examiner's rejections provided in her Office Action.

Viby was cited by the Examiner as if it were a newly-discovered reference. Applicants note, however, that this reference was earlier cited by Applicants on April 14, 2003 and considered by the Examiner on July 28, 2003.

III. Claim Amendments

The paragraphs deleted in claims 166 and 167 are deleted simply to clarify these claims because the paragraphs overlap with the paragraphs that follow them.

Amendments to claims 234 and 239 are made to clarify the claim technology and antecedent basis.

Claims 260-262 are cancelled without prejudice or disclaimer.

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IV. Carrier Sheet

The Examiner rejected claims 227-272 under Section 112, first paragraph, because the specification does not mention "carrier sheet." Applicants have overcome this rejection by deleting the word "carrier" from those claims. (However, the term "carrier sheet" is defined in new dependent claim 273.)

V. "Butt-Cut" Columns and Rows

The Examiner rejected claim 250 because the specification does not mention "butt-cut" and therefore it constitutes new matter. Applicants respectfully traverse this rejection. "Butt-cut" is a well-known term in this art, meaning that the columns, rows, cards, labels, etc. directly "butt" up against one another with no space or gap between them. A word search of issued U.S. patents will show that it is a common term in the art; see e.g., U.S. Patents 4,475,969, 5,516,393 and 6,184,128. It is shown in many of the drawings as originally filed in this application, e.g., FIGS. 8, 11, 27, 30A, etc. Since the drawings form part of the original disclosure, this new matter rejection should be withdrawn.

VI. Solid Continuous Sheet

The Examiner in her Office Action stated: "Viby's support sheet is deemed to be a solid continuous liner sheet, since the reference discloses that the support sheet is a continuous sheet divided into two sections along a line of separation (page 6, lines 1-3). It is noted that Applicants have stated that a solid sheet has no cut lines or strips formed or removed, but can have separation lines (specification page 24, paragraph 102 and figure 27)."

Applicants submit that the Examiner has misread the present application. The dotted lines in FIG. 27 are phantom lines showing the cut lines in the cardstock sheet on the opposite side of the (liner) sheet, not in the (liner) sheet. Paragraph 102 of the present application says that the separation lines are in the facesheet, not in the liner sheet.

Applicants also respectfully contend that the Examiner has misread Viby. Viby

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clearly discloses that the bottom sheet is not a solid sheet, but rather has "a line of separation 15." This separation line is critical to the Viby disclosure and invention, and it would not have been obvious to modify Viby by removing the separation line. See, e.g., *In re Gordon*, 221 USPQ 1125 (Fed.Cir. 1984), and *In re Ratti*, 123 USPQ 349 (CCPA 1959).

Accordingly, all of the claims which define the sheet as being "solid" are patentable over Viby.

VII. Ultraremovable Adhesive

In her action, the Examiner stated: "Viby's adhesive coating is deemed to be ultraremovable because it is a water based acrylic adhesive (page 4, lines 24-25), which is one of the preferred adhesives applicant discloses (specification page 25, paragraph 104)."

"It is further deemed to be an ultraremovable adhesive because, as discussed later, the adhesive remains on the carrier sheet and is not permanently attached to the card stock sheet construction."

The Examiner stated that since the Viby adhesive is a "water-based acrylic adhesive" that means that it is an ultraremovable adhesive. This is an incorrect conclusion. For example, U.S. Patent 5,362,816 describes "Polymer A," and Polymer A is an emulsion acrylic, pressure-sensitive adhesive which is permanent. It thus is an example of the fact that a pressure-sensitive adhesive is not ultraremovable simply because it is an emulsion-based or water-based adhesive.

The Examiner stated that the Viby adhesive is an "ultraremovable adhesive" because "the adhesive remains on the carrier sheet." Where the adhesive ends up does not determine whether it is an ultraremovable adhesive or not. Rather, the strength of the bond does, as previously explained.

Referring to paragraph 23 of the present application, the "ultraremovable adhesive" is peeled off with the liner sheet (or the liner strips) thereby providing a clean back side to the cardstock sheet (and thereby the printed media). The clean back

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side(s) (even when a coating thereon is provided) advantageously can be written on, that is, it accepts pencil, ink and even inkjet and laser printing. The ultraremovable adhesive sticks to the paper allowing for easy removal and disposal of the liner sheet (or the paper strips), and even though it is tacky it does not stick to anything permanently. Generally, ultraremovable adhesives at their highest adhesion levels (to a surface such as stainless steel) are roughly half of what they are for conventional "removable" adhesives. A fundamental difference is that conventional adhesives provide complete contact with a substrate while ultraremovable adhesives provide partial contact. This limited contact area is what prevents an ultraremovable adhesive from becoming permanent, over time.

Accordingly, all of the claims are patentable over Viby, as Viby does not disclose an ultraremovable adhesive, as discussed above in this section.

VIII. Substantially Duplicates

It is not seen how claim 266 is a substantial duplicate of claim 263, since their coverage is very different. Accordingly, this provisional objection should be withdrawn.

IX. The "Thin End"

Claim 253 mentions the "thin end," and claims 254, 255 and 270 do not. The rejections of claims 254, 255 and 270 as being indefinite thus should be withdrawn.

X. Independent Claim 279

New independent claim 279 is similar to claim 227 as amended above but it does not include the primer coat and it says that the ultraremovable adhesive is a suspension-polymer ultraremovable adhesive.

XI. Primer Coat Amendments

Claims 166, 167, 208, 209, 225 and 227 have been amended to include primer coat or primer coated. See, e.g., liner primer coat 860. The primer coat increases the anchorage force between the (liner or carrier) sheet and the ultraremovable adhesive so

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that the adhesive adheres to the sheet and follows the sheet when the printed business cards are removed therefrom. This is not taught by Viby.

XII. Form PTO/SB/08A

One of the initialed Forms PTO/SB/08A attached to the Examiner's action had the six listed applications crossed off. These are related applications and were included in the event that there are any potential provisional obviousness-type patenting rejections. It is thus requested that the Examiner indicate her consideration of each of them with her next action.

XIII. Concluding Remarks

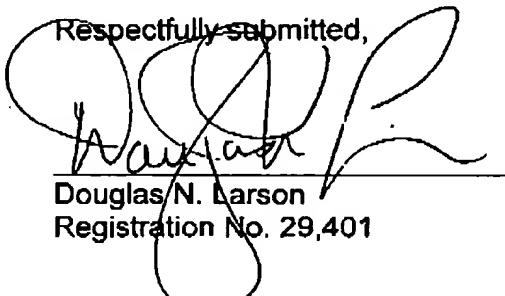
Accordingly, it is respectfully contended that all of the claims now pending in this application are in allowable condition. Thus, issuance of the Notice of Allowance at an early date is in order.

If there are any remaining issues, the Examiner is encouraged to telephone the below-signed counsel at (213) 689-5142 to seek to resolve them.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment to Deposit Account No. 07-1853. Should such additional fees be associated with an extension of time, Applicants respectfully request that this paper be considered a petition therefor.

Dated: June 22, 2005

Respectfully submitted,


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